



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Watershed Management
Department Contact Person: Garry V. Kinnemore Telephone: 678 614-4441
Email: gvkinnemore@dekalbcountyga.gov

Requisition Number: 733997 Suggested Supplier: Hach Co.
Estimated Amount of Purchase: \$ 195,000.00
Detailed Description of the Goods or Services to be purchased: Hach Co. water quality monitoring equipment parts and services

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

3. Explain the impact to the County or Public if this request is not approved.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) _____ Signature: G. Creech Date: 4/30/18

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Crystal Creekmore Signature: _____ Date: _____

Procurement Manager (Typed/Printed Name) Cathryn Horner Signature: Cathryn Horner Date: 4/30/18

Approved Not Approved

Signature: Dan Clark Director, Department of Purchasing and Contracting Date: 4/30/18

P&C Rev. 9/21/2017

note! Added to previously signed SS for \$369K. Agenda item submitted for 5/22/18.

Print Form

(Additional information, attach pages if required):

The Procurement Agent recommends approval as a sole source purchase through Hach Co. whose factory-trained staff are the only people authorized to perform repairs, service and maintenance on Hach equipment.



Department of Purchasing and Contracting
NON-COMPETITIVE PROCUREMENT REQUEST FORM

RECEIVED

SEP 11 2017

Name: [Signature]

Requesting Department: Watershed Management
Department Contact Person: Garry V. Kinmore Telephone: 678 614-4441
Email: gkinmore@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: Hach Co.
Estimated Amount of Purchase: \$ 195,000.00
Detailed Description of the Goods or Services to be purchased: Hach Co. water quality monitoring equipment/parts and services

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary.):

It is a state requirement that all water quality monitoring equipment be calibrated annually. Hach Co. is the exclusive authorized supplier of parts or services for Hach Co. equipment

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

Yes, much of the water quality monitoring equipment used at Scott Candler is from Hach Co.

3. Explain the impact to the County or Public if this request is not approved.

Failure to approve this request will cause Scott Candler to be out of compliance with State of Georgia water quality regulators. It could also compromise DeKalb County's drinking water supply and lead to a loss of public confidence.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name): Scott A. Towler

Signature: [Signature]

Date: 10/26/2017

Do Not Write Below -- for the Department of Purchasing and Contracting Use Only

Recommendation and Comments

Approved Not Approved

Signature: _____, Director, Department of Purchasing and Contracting Date: _____



Hach Company Instrument Service and Parts

Dekalb County Government
1300 Commerce Drive, 2nd Floor
Decatur GA 30030

April 27 2018

Dear Crystal Creekmore:

The instruments you purchased, part of the following family of brands --- Hach, American Sigma, Astro, Great Lakes Instruments, Hydrolab, Lachat, Marsh-McBirney, Orbisphere, OptiQuat, OTT, Polymetron and Radiometer-Analytical --- were designed to be reliable, durable and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional that has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any repair, start-up service or maintenance on these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration on these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization.



Please contact the Hach Company Service Center at 1-800-227-4224 ext.6180, or web site at www.hach.com for additional information.

Sincerely,



Kathleen Dyckman
The Hach Company Service Group



	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 1 of 1 Partnership Number : HA	
		WebSite: www.hach.com <i>Rem</i> 2207 Chic <i>Wir</i> Banl 231 Chic Acc Rou	




Partnership Number : HACH159709 **Version :** 0.202 **Quotation Date :** 27 - APRIL-18
Hach Company Contact : Dysleski, Theresa **Service Partnership Phone :** **Expiration Date :** 08-JUN-18
Customer Ref : RENEWAL QUOTE **Customer Contact :** KINNEMORE, GARRY **Service Partnership Email :** tdyslesk@hach.com
Customer Phone : 770-391-6069 **Customer Fax :** **Customer Email :** gvkinnemore@dekalbcountyg.a.gov

Bill-To Account # 033169


Ship-To Account # 033169

Customer Name	DEKALB COUNTY	Customer Name	DEKALB COUNTY	Payment Terms:	Net 30
Address4	MALOOF ANNEX / DIV ACCOUNTING SRVCS	Address4	S CANDLER FILTER PLANT	Billing Method:	Annual-Invoices on START Date
Address1	1300 COMMERCE DR	Address1	4830 WINTERS CHAPEL RD	Currency:	USD
Address2		Address2	WATERSHED MGMT		
Address3		Address3			
City,State, PostalCode	DECATUR-GA-30030-3222	City,State, Postalcode	DORAVILLE-GA-30360		
Province/Country	US	Province/Country	US		


Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSP1720E	01-MAY-18	30-APR-19	Fld Svc-4V 1720E Turb Sensor Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	13,109.97
1.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 050100006817	
1.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 050200007729	

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1.3	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007731	
1.4	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007733	
1.5	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007734	
1.6	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007736	
1.7	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007737	
1.8	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007738	
1.9	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007739	
1.10	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007740	
1.11	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007741	
1.12	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007742	
1.13	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007743	
1.14	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007744	
1.15	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007745	
1.16	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 060700018140	
1.17	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007732	
1.18	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 050300007735	
1.19	LPV417.99.00002		1720E LR TURBIDITY SENSOR, HACH ; 070800001038	
2	FSPCL17	01-MAY-18 30-APR-19	Fld Svc-2V CL17 Cl(current) Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. CL17 FINAL ASSEMBLY W/KITS ; 070400018418	3,285.30
2.1	5440000			

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	2.2	5440000			CL17 FINAL ASSEMBLY W/KITS ; 070400018419	
	2.3	5440000			CL17 FINAL ASSEMBLY W/KITS ; 070400018426	
3	FSPSC1000 3.1	LXV402.99.00002	01-MAY-18	30-APR-19	Fid Svc-1V SC1000 Controller db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1271425	245.14
4	FSPSOLITAX 4.1	LXV423.99.10000	01-MAY-18	30-APR-19	Fid Svc-2V Solitax Sensor db T-LINE sc/IMMERS 4000NTU WIPER PVC ; 1269360	1,972.51
	4.2	LXV424.99.00200			db HIGHLINE sc/INSERT 500g/l WIPER SS ; 1599774	
5	PMP-GLPHORP-2V 5.1	DPD1P1	01-MAY-18	30-APR-19	PMP-GLI pH ORP PROBE 2V Digital pH Sensor, PEEK, Convertible ; 0809430833	1,541.85
	5.2	6120800			ELECTRODELESS CONDUCTIVITY GATEWAY ; 0810530608	
	5.3	99MISC S INSTR			MISC SERIALIZED INSTRUMENT ; 3728E2T37N	
6	PMP-CL17 NEW-2V		01-MAY-18	30-APR-19	PMP-CL17 NEW CHLRN ANLZR-2V	2,268.76
	6.1	5440000			CL17 FINAL ASSEMBLY W/KITS ; 070400018418	
	6.2	5440000			CL17 FINAL ASSEMBLY W/KITS ; 070400018419	
	6.3	5440000			CL17 FINAL ASSEMBLY W/KITS ; 070400018426	
7	PMP-LDO-1V 7.1	5790000	01-MAY-18	30-APR-19	PMP-LDO-1V oo DO PROBE, HACH ; 0810410657	374.81
8	FSP2100N 8.1	4700000	01-MAY-18	30-APR-19	Fid Svc-1V 2100N Turb oo 2100N LAB TURB, EPA 1821 ; 030200008139	1,514.40
	8.2	4700000			oo 2100N LAB TURB, EPA 1821 ; 06090C021611	
	8.3	4700000			oo 2100N LAB TURB, EPA 1821 ; 941200001118	
	8.4	4700000			oo 2100N LAB TURB, EPA 1821 ; 990500005420	
9	BSPPLUSDR2800		01-MAY-18	30-APR-19	BenchPlus-DR2800 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	2,555.55
	9.1	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1157992	


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9.2	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1183550	
9.3	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1184433	
9.4	DR2800-01B1			oo aa db DR2800 SPECTROPHOTOMETER W/BATTERY ; 1405669	
10	BSPPLUSDR3900	01-MAY-18	30-APR-19	BenchPlus-DR3900 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	820.62
	10.1	LPV440.99.00002		aa DR3900 SPECTROPHOTOMETER W/O RFID ; 1512933	
11	BSPPLUSHQD	01-MAY-18	30-APR-19	BenchPlus-HQD The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	308.56
	11.1	HQ40D		vv HQ40d MULTI PORTABLE METER ; 061200004934	
12	BSPPLUSHQD440	01-MAY-18	30-APR-19	BenchPlus-HQD440 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,274.94
	12.1	HQ440D		HQ440d BENCHTOP METER, MULTI ; 120300068715	
	12.2	HQ440D		HQ440d BENCHTOP METER, MULTI ; 120300068722	
	12.3	HQ440D		HQ440d BENCHTOP METER, MULTI ; 120300068723	
13	FSPC1100	01-MAY-18	30-APR-19	FId Svc-C1100 Sensor 2V	28,868.25
	13.1	C1100-S00		ECO O3 SENSOR, STAINLESS STEEL ; 219181	
	13.2	C1100-S00		ECO O3 SENSOR, STAINLESS STEEL ; 219184	


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13.3	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 219187
13.4	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 219188
13.5	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 219440
13.6	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221005
13.7	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221027
13.8	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221082
13.9	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221083
13.10	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221084
13.11	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221085
13.12	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221090
13.13	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221119
13.14	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221121
13.15	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221128
13.16	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221129
13.17	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221132
13.18	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221134
13.19	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221135
13.20	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 221138
13.21	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 218475
13.22	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 218390
13.23	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 218385
13.24	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 218476
13.25	C1100-S00	ECO O3 SENSOR, STAINLESS STEEL ; 218387

14	FSP510	01-MAY-18	30-APR-19	Field Partnership Orbisphere 510	11,418.58
	14.1	510CC0/W1C0P00		dg 510 two channels ; 327022	
	14.2	510CC0/W1C0P00		dg 510 two channels ; 327023	


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14.3	510CC0/W1C0P00 0			dg 510 two channels ; 327024	
14.4	510CC0/W1C0P00 0			dg 510 two channels ; 328652	
14.5	510CC0/W1C0P00 0			dg 510 two channels ; 328653	
14.6	510CC0/W1C0P00 0			dg 510 two channels ; 333940	
14.7	510CC0/W1C0P00 0			dg 510 two channels ; 333941	
14.8	510CC0/W1C0P00 0			dg 510 two channels ; 333942	
14.9	510CC0/W1C0P00 0			dg 510 two channels ; 333943	
14.10	510CC0/W1C0P00 0			dg 510 two channels ; 333944	
14.11	510CC0/W1C0P00 0			dg 510 two channels ; 333945	
14.12	510CC0/W1C0P00 0			dg 510 two channels ; 333946	
14.13	510CC0/W1C0P00 0			dg 510 two channels ; 333947	
15	FSPAF7000	01-MAY-18	30-APR-19	Field Service Partnership for AF7000 2V	12,936.76
15.1	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010123	
15.2	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010124	
15.3	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010125	
15.4	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010128	
15.5	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010129	
15.6	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010130	
16	FSPSC200	01-MAY-18	30-APR-19	Fld Svc-1V SC200 Controller	4,543.20
16.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1501C0124554	
16.2	LXV404.99.03552			sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1510C0125463	
16.3	LXV404.99.03552			sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1510C0133469	
16.4	LXV404.99.03552			sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0126098	
16.5	LXV404.99.03552			sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0126099	

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16.6	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0126100
16.7	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0126101
16.8	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0126102
16.9	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0126103
16.10	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0134080
16.11	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0134081
16.12	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0135177
16.13	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0135179
16.14	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0151701
16.15	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0151703
16.16	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0151705
16.17	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0152422
16.18	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0152424
16.19	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1511C0152427
16.20	LXV404.99.03552	sc200 CONTR, 100-230V, 2DIGITAL CONN,PRO, HACH ; 1510C0125456


17	BSPPLUSDR3900	01-MAY-18	30-APR-19	BenchPlus-DR3900-ADDED FROM HACH661411 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support	820.62
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	HACH SERVICE PARTNERSHIP QUOTATION	Page : 8 of 11 Partnership Number : HACH159709
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17.1	LPV440.99.00012				calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1719914	
18	FSPTL23XX	01-MAY-18	30-APR-19		Fld Svc TL23XX 1 VST:01-MAY-2018:30-APR-2019 Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. ee KIT, TL2300 LAB TURBIDIMETER, EPA, NA ; 2016110C0101	548.00
18.1	LPV4449900210					
19	HACH PM 4 VISIT	01-MAY-18	30-APR-19		4 ON SITE VISITS:01-MAY-2018:30-APR-2019	0.00
19.1	FIELD CONTRACT SITE				Field Service Contract site visit ; HACH159709	
20	HACH PM EVAL 1VISIT	01-MAY-18	30-APR-19		Field Instrument Evaluation Visit:01-MAY-2018:30-APR-2019 Instruments added to a Service Agreement must be evaluated to ensure they are within factory specifications. Any repairs required found on the initial evaluation over and above preventative maintenance, will be subject to billable charges. Field Service Contract Instrument EVAL ; HACH159709 ee KIT, TL2300 LAB TURBIDIMETER, EPA, NA ; 2016110C0101	0.00
20.1	FIELD EVAL CONTRACT					
20.2	LPV4449900210					

Sub Total : 88,407.81
Tax: 0.00
Total : 88,407.81

Partnership Notes :

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : 9 of 11 Partnership Number : HACH159709
	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : DEKALB COUNTY

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:


All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach Instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any

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statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise disseminate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.


16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://k12water.com/integrity-and-compliance> and www.k12water.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines, labor strikes or lockouts; riots, strikes, insurrections; civil disobedience or acts of criminals or terrorists; war, material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

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Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products, or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.